

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: Brian Adams

Debtor(s)

Limosa, LLC

Movant

v.

Brian Adams

Respondent

Ronda J. Winnecour, Trustee

Additional Respondent

BK. NO. 20-23110 GLT

CHAPTER 13

**STIPULATION AND ORDER**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The Debtor is expecting to receive a settlement from a medial malpractice lawsuit, and intends to pay Movant's loan in full.
2. As of the date of this order, and beginning with the October 2021 payment, Debtor shall make adequate protection payments in the amount of \$462.50 per month to Limosa, LLC through the Chapter 13 Trustee until March 1, 2022.
3. These adequate protection payments shall be applied towards deferred maintenance, costs and taxes, and will not be applied to the principal and interest of the loan.
4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within THIRTY (30) days of the date of said notice. If Debtor(s) should fail to cure the default within THIRTY (30) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant ongoing in rem relief from the automatic stay.
5. In the event that Debtor has not paid Movant's mortgage in full on or before March 1, 2022, Movant is automatically granted in rem relief from the automatic stay with

respect to the property located at 707 Willow Street, Connellsville, PA 15425, without further order of court.

6. Starting October 2021, the Chapter 13 Trustee shall send monthly payments in the amount of \$462.50 to SN Servicing Corporation, 323 Fifth Street, Eureka, CA 95501. The Chapter 13 Trustee shall make said adequate protection payments through February 2022.

7. This stipulation does not preclude the parties from litigating the Debtor's petition to set aside the sheriff sale held on October 15, 2020. Said petition was filed in the Court of Common Pleas of Fayette County, Pennsylvania at Docket No. 2583 of 2019 GD.

8. Nothing in this agreement shall act as a waiver of any claims or defenses of either party.

9. The parties agree that a facsimile signature shall be considered an original signature.

Consented to by:

**/s/ Mark B. Peduto**

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On \_\_\_\_\_ day of \_\_\_\_\_, 2021, it is hereby ORDERED that the parties' Stipulation be and hereby is APPROVED.

By the Court,

\_\_\_\_\_  
J.